

K# 9484



AGREEMENT

Between

ELG METALS, INC.

And

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION,
On Behalf Of Its LOCAL 5852-09**

DECEMBER 1, 2013 - NOVEMBER 30, 2016

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AGREEMENT

THIS AGREEMENT entered into this 1st day of December, 2013, by and between ELG METALS , INC. (hereinafter referred to as the "Company") and the UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS INTERNATIONAL UNION, on behalf of its LOCAL 5852-09 (hereinafter referred to as the "Union") contains the entire understanding of the parties, viz.: The purpose of the Company and the Union in entering into this labor contract is to set forth their agreement on rates of pay, hours of work and other conditions of employment so as to promote orderly and peaceful relations with the employees, and to achieve uninterrupted operations of the Company.

ARTICLE 1 **RECOGNITION**

1.01 The Company recognizes the Union as the sole and exclusive collective bargaining agent for purposes of collective bargaining in regard to wages, hours and other terms and conditions of employment for all production and maintenance employees and truck drivers employed by the Company at the Port Vue, Pennsylvania location, but excluding all supervisory personnel, office clerical, and guards.

ARTICLE 2 **UNION SHOP**

2.01 It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is the later, shall remain members in good standing and those who are not members on the effective or execution date of this Agreement, whichever is the later, shall on the thirtieth (30th) day following the effective or execution date of this Agreement, whichever is the later, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is the later, shall on the thirtieth (30th)

day following the beginning of such employment become and remain members in good standing in the Union. These requirements shall apply to Summer employees.

ARTICLE 3
CHECKOFF

3.01 The Company will check off monthly dues, assessments and initiation fees each as designated by the International Treasurer of the Union, as membership dues in the Union, on the basis of individually signed voluntary check-off authorization cards.

3.02 The monthly dues for each employee who has provided a voluntary check-off authorization card shall be total 1.45% of a member's total earnings during the month, with no member paying more than two and eight tenths (2.8) times his/her average hourly earnings. Lump sum payments shall also be calculated separately by applying the 1.45% to such payments. Monthly dues shall not be less than five dollars (\$5.00) per month.

3.03 At the time of his employment, the Company will give each new employee an authorization for the check-off of Union dues. If the employee signs the authorization and returns it to the Company, a copy shall be forwarded to the Financial Secretary of the Local Union along with the membership application of such employee.

3.04 New check-off authorization cards will be submitted to the Company by the Financial Secretary of the Local Union at intervals no more frequent than once each month. On or before the last day of each month, the Union shall submit to the Company a summary list of cards transmitted in each month.

3.05 Deductions on the basis of authorization cards submitted to the Company shall commence with respect to dues for the month in which the Company receives such authorization card or in which such card becomes effective, whichever is later. Dues for a given month shall be deducted from the first pay closed and calculated in the succeeding month.

3.06 In cases of earnings insufficient to cover deduction of dues, the dues shall be deducted from the next pay in which there are sufficient earnings, or a double deduction may be made from the first pay of the following month; provided, however, that the accumulation of

dues shall be limited to two (2) months. The International Treasurer of the Union shall be provided with a list of those employees for whom double deductions have been made.

3.07 The Union will be notified of the reason for non-transmission of dues in case of layoff, discharge, resignation, leave of absence, sick leave, retirement, death, or insufficient earnings.

3.08 Unless the Company is otherwise notified, the only Union membership dues to be deducted for payment to the Union from the pay of the employee who has furnished an authorization shall be the monthly Union dues. The Company will deduct initiation fees when notified by notation on the lists referred to in 3.04 of this Article, and assessments as designated by the International Treasurer. The International Treasurer of the Union shall be provided with a list of those employees for whom initiation fees have been deducted under this paragraph.

3.09 The Union shall indemnify and save the Company harmless against any and all claims, demands, suits, or other forms of liability which may arise out of, or by reason of action taken, or not taken, by the Company for the purpose of complying with any of the provisions of this Article, or in reliance on any notice or assignment furnished under any such provisions.

3.10 The provisions of this Article 3 shall be effective in accordance with, and consistent with, applicable provisions of Federal law.

ARTICLE 4 **MANAGEMENT**

4.01 The management of the yards and the direction of the working force, including, but not limited to, the direction of the working force, the right to hire, suspend, promote, demote, or discharge, transfer or relieve employees from duty, due to lack of work or other legitimate reasons; the expansion of output; cost reductions through mechanical improvement; plant additions; developments and rearrangements; elements of methods; equipment; setting up the most efficient method of producing and maintaining plant equipment,

are all vested exclusively in the Company; provided, that this shall not be used for the purpose of discrimination against any Union member.

In the exercise of these rights, the Company agrees that it will not conflict with other provisions of this Agreement.

4.02 Reasonable plant rules may from time to time be instituted by the Company to govern the operation of the facilities and the conduct of the employees. New or revised rules will be discussed with the Union prior to implementation, but the final decision to implement rules remains exclusively with the Company.

The Union may grieve concerning the reasonableness of any new or revised plant rule, said grievance to begin at the third step of the grievance procedure.

ARTICLE 5 **ASSIGNABILITY**

5.01 This Agreement shall be binding upon the successors and assignees of the parties hereto, and no provision, terms or obligations herein contained shall be affected, modified, altered or changed in any respect whatsoever by any change in the ownership or management of either party herein.

ARTICLE 6 **PLANT VISITATION**

6.01 Authorized representatives of the International Union shall be permitted to visit the yards or operations of the Company during working hours provided this does not interfere with normal operation of the Company's business. The representative will notify the Company prior to entering a yard or operation.

ARTICLE 7 **BULLETIN BOARDS**

7.01 The Company will provide a bulletin board for each yard for the use of the Union, but any bulletin must be submitted to the Company for approval prior to its posting on the bulletin board. Approval to post notices of Union meetings or notices of official Union business

which have been authorized by International or District officials will not be denied. The Company shall not remove any notice which has been properly posted.

(a) There will be a bulletin board for the personal use of Union members to post notices of cars for sale or other merchandise that the members would like to sell. Prior approval of management will be required for posting of notices.

ARTICLE 8 **WAGES**

8.01 A Wage Schedule setting forth the rates of pay of the various classifications shall be attached hereto and made a part of this Agreement. The Wage Schedule shall be known as "Appendix A."

8.02 The minimum starting rate for a new employee will be the rate of pay applicable to his particular job classification, subject to the provisions of Article 8.09.

8.03 The rates of pay and classification established by this Agreement shall continue in effect unless the Company, at its discretion, establishes a new job or substantially changes the content of an existing job. Disputes as to whether a new job has been created, or whether the content of an old job has been substantially changed by a major change in content, or by an accumulation of minor changes in content since the last change in classification, or the last negotiation of this Agreement, may be processed through the grievance procedure.

8.04 If it is determined under Article 8.03 that changing conditions require the establishment of new jobs or the adjustment of wage rates of existing jobs because of substantial changes in job content, the following procedure shall apply:

(a) The Company will meet with the Union Grievance Committee no later than thirty (30) calendar days after the job has begun working in order to classify the job and set a wage rate. Prior to the end of this thirty (30) calendar day period, the Company will offer a proposed rate and classification for the job. During this thirty (30) calendar day discussion period, the Company and Union Grievance Committee will meet to observe the job while it is operating.

(b) If no agreement is reached by the thirtieth (30th) calendar day, within five (5) working days thereafter the Chairman of the Grievance Committee may file a grievance alleging that such rate does not bear a fair relationship to other jobs in the yard. Such grievance shall be adjusted under the Grievance and Arbitration Article.

(c) If the grievance is submitted to an arbitrator, the rate of pay established by the arbitrator shall be retroactive to the first date of establishment or alteration of the job.

8.05 Employees temporarily assigned to job classifications paying a higher rate than their regular rate shall receive the higher rate while in such classification. Employees temporarily assigned to job classifications paying a lower rate than their regular rate shall retain their regular rate of pay.

8.06 No employee shall suffer a reduction in his basic hourly rate of pay, nor will any benefits now being enjoyed by the employees (regardless of the method of computation) be taken away as the result of the signing of this Agreement, except as otherwise provided in this Agreement.

8.07 No supervisory or other employee or employees of this Company excluded from the terms of this Agreement shall perform the work of any employee or employees covered by this Agreement, except for the purpose of instruction or in case of emergency. Where a supervisory employee performs unit work (except for the purpose of instruction or in case of emergency) and it can be established by the Union that any unit employee(s) lost any earnings thereby, the Company shall be liable to the affected unit employee(s) for the actual amount of such lost earnings.

8.08 An employee suffering an injury arising out of and in the course of his employment, who is required to leave the plant premises, will be paid from the time of his injury to the end of the shift on the day of such injury.

8.09 The wage rates for employees hired under the New Tier progression as set forth in Appendix A are to be considered minimum rates of pay, with the Company reserving the

right to pay employees hired under the New Tier at rates above the progression as provided in Appendix A when, in the Company's sole discretion, it determines that certain new employees possess skills, abilities or experience that warrant a higher rate. Should the Company elect to pay new hires at percentages above the 75-95% scale, it will do so only within the specified brackets (i.e., 80%, 85%, 90%, 95% or 100%). Any further increases in such wage rate percentages must be in accordance with the specific language and schedules as set forth in Appendix A. Nothing within the wage schedule for employees hired under the New Tier shall serve to work to the detriment of employees employed on or before July 31, 2003.

ARTICLE 9 **HOURS OF WORK AND OVERTIME**

9.01 The regular work day shall consist of eight (8) hours exclusive of a one-half (½) hour unpaid lunch period. The Company has the right to establish a work schedule and to change said schedule by giving a three (3) working day notice preceding the affected workday change. Said schedule shall be placed on the bulletin board and said posting shall fulfill the Company's notice requirement.

9.02 The regular work week shall consist of five (5) consecutive work days, forty (40) hours, Monday through Friday.

9.03 Employees shall be paid one and one-half (1½) times their regular rate for all hours worked in excess of eight (8) hours per day. The Company will not lay off an employee during his regular shift in order to prevent an employee from being paid overtime when an employee is requested to work prior to his regular starting time.

9.04 Employees shall be paid one and one-half (1½) times their regular rate for all hours worked in excess of forty (40) hours per week. Time and one-half shall be paid for all Saturday work. If hours are paid at overtime or premium rates under one provision of this Agreement, those hours shall not again be considered as hours worked under the same or any other provision for purposes of determining eligibility for overtime or premium pay. No provision of this Agreement shall be applied in such a manner as would result in the pyramiding

of premium or overtime rates. No employee shall receive more than the rate provided in Article 14 for hours worked on a holiday.

9.05 (a) An employee who is scheduled to report for work and who does report for work at the scheduled time without being notified not to report shall be provided with and assigned to a minimum of four (4) hours of work. The employee shall be considered notified if (i) the Employer has called the last telephone number for the employee listed on the Employer's records at least two (2) hours prior to the employee's starting time, or (ii) if that telephone number is, in fact, called before the employee leaves for work if called less than two (2) hours prior to the employee's starting time. In the event the scheduled work is not available, the Employer shall have the option of assigning to him any other available work or sending him home. In either event, the employee shall receive a minimum of four (4) hours pay at the basic classification rate of the job for which he was scheduled. This provision shall not apply when the lack of work is caused by an act of God, a utility failure which prevents normal operations, strike or work stoppage, or breakdown beyond the Company's control.

(b) When an employee is called to work at any time other than his regularly designated or scheduled shift, he shall be given not less than four (4) hours' work under the conditions set forth in Paragraph (a), and provided that he worked as scheduled on the day when he is called out, he will be paid at one and one-half (1½) times his regular rate.

(c) Employees who work on Sundays shall be paid double time their regular rate for all hours worked and shall be guaranteed a minimum of four (4) hours work on Sunday, if any work is performed, under the conditions set forth in Paragraph (a).

(d) All overtime work scheduled on Saturdays and Sundays shall first be offered to those employees who were assigned to the particular job(s) during the course of the work week (Monday-Friday), such that these employees will have the right of first refusal to work the weekend overtime on those same jobs. If after following this process there remain vacancies for weekend overtime, they shall be filled by the Company's seeking volunteers. If the Company is unable to secure the necessary number of employees with the required skills, the Company may give to the Union not later than 12:00 Noon on Friday a list of the additional

employees and skills which are needed. The Union shall have the obligation to obtain the additional needed volunteers. If the Union fails to obtain the additional volunteers by 2:30 p.m., the Company shall have the right to designate which additional employees shall be required to work. Failure of a volunteer or designated employee to report on Saturday at the scheduled time may result in the imposition of appropriate discipline. An employee who so volunteers or is designated shall be guaranteed a minimum of four (4) hours work under the conditions set forth in Paragraph (a).

(e) The four (4) hour minimum provisions in Paragraphs (b), (c) and (d) shall not apply to maintenance employees called out for emergency work, but such maintenance employees shall receive a minimum of two (2) hours' work or pay. The maintenance employee shall not be required to perform any work except the emergency work which he was called out to perform.

9.06 Whenever an employee has just cause for reporting late or absenting himself from work, he shall notify the Company at least one (1) hour in advance of his scheduled starting time, and failure to give such notice may subject the employee to disciplinary action.

9.07 (a) For hours worked on the afternoon shift there shall be paid a premium rate of fifteen cents (15¢) per hour. For hours worked on the night shift there shall be paid a premium rate of twenty cents (20¢) per hour.

(b) For purposes of applying the aforesaid shift differentials, all hours worked by an employee during the workday shall be considered as worked on the shift on which he is regularly scheduled to start work.

(c) Shifts shall be identified in accordance with the following:

- (1) Day Shift includes all turns regularly scheduled to commence between 6:00 a.m. and 8:00 a.m., inclusive.
- (2) Afternoon Shift includes all turns regularly scheduled to commence between 2:00 p.m. and 4:00 p.m., inclusive.
- (3) Night Shift includes all turns regularly scheduled to commence between 10:00 p.m. and 12:00 midnight, inclusive.

- (4) Shift differential shall be paid for allowed time or reporting time when the hours for which payment is made would have called for a shift differential, if worked.

9.08 For purposes of this Article, the workday shall be for each employee the twenty-four (24) hour period beginning with the employee's regularly scheduled turn starting time for that week. The work week shall be defined as the seven (7) calendar day period beginning 12:01 a.m. Sunday. A turn which overlaps two (2) calendar days shall be considered as falling entirely within the calendar day on which the turn is scheduled to begin.

9.09 When an employee is requested to use his personal vehicle in Company service, the Company shall reimburse the employee at a rate of twenty cents (20¢) per mile.

ARTICLE 10

GRIEVANCE PROCEDURE AND ARBITRATION

10.01 Should differences arise between the Company and the Union as to the meaning and application of the provisions of this Agreement, or should any differences arise about matters not specifically mentioned in this Agreement, or should any local trouble of any kind arise at the yard, an earnest effort shall be made to settle such differences immediately in the following manner, provided the employee files his grievance within five (5) working days from the time that the affected employee has knowledge of, or should have had knowledge of, the facts giving rise to the grievance.

FIRST: Between the aggrieved employee and the foreman. A member of the Grievance Committee may accompany the aggrieved employee. At the time the aggrieved employee verbally presents his grievance to the foreman at the First Step, he shall also present to the foreman a written form, in quadruplicate, which shall contain:

- (1) the date of the discussion with the foreman;
- (2) date of occurrence;
- (3) brief statement of the alleged violation;
- (4) signature of grievant;
- (5) space for a yes or no answer from the foreman;

- (6) date of answer; and,
- (7) signature of the foreman.

The foreman shall answer the grievance within two (2) working days after it has been presented to him.

SECOND: If not settled, the grievance shall be reduced to writing, signed by the aggrieved employee, dated and presented to the Second Step Company Representative within five (5) working days after receiving the Foreman's answer. The grievance shall be discussed by the Grievance Committee with the Company representative within ten (10) working days after receipt of the grievance.

The Company representative shall give a written answer to the grievance within five (5) working days following such meeting.

THIRD: Should the Third Step duly certified representative of the International Union be dissatisfied with the Company's disposition of such matter in the Second Step, he may within five (5) working days appeal such matter in writing to the Third Step -- namely, the duly certified Third Step representative of the Company and representative of the International Union. The grievance shall be discussed within ten (10) working days after receipt of the appeal. After discussion in the Third Step, the Company's representative shall answer the grievance in writing to the International Union representative within five (5) working days.

Under this section the time limits set herein may, by mutual agreement, be extended in individual grievances.

Minutes of all Step 2 meetings shall be prepared by the Company representative and jointly signed by him and the Chairman of the Union Grievance Committee. If the Chairman of the Union Grievance Committee shall disagree with the accuracy of the minutes as prepared by the Company, he shall within three (3) working days set forth and sign his reasons for such disagreement and the minutes, except for such disagreement, shall be regarded as agreed to. Minutes shall conform to the following general outline:

- (1) Date and place of meeting.

- (2) Names and positions of those present.
- (3) Identifying number and copy of each grievance discussed.
- (4) Background information and facts.
- (5) Summary of Union position with reference to contract provisions and supporting evidence. To insure accuracy, this may be submitted by the Union in writing.
- (6) Summary of management position with a response to the evidence presented by the Union.
- (7) The decision reached.
- (8) A statement as to whether the decision was accepted or rejected.

10.02 In the event the grievance is still unsettled after the Third Step, either the Company or the Union may, within a period of ten (10) calendar days after the Company's answer, refer the grievance to an impartial arbitrator selected from a panel of qualified arbitrators submitted by the Federal Mediation and Conciliation Service. Unless the grievance is appealed to arbitration within the ten (10) day period above specified, the grievance shall be considered settled on the basis of the last decision rendered by the Company or its representatives. By mutual agreement in writing, the time limits specified herein may be extended. The decision of the impartial arbitrator shall be final and binding on the parties and on the affected employee or employees.

10.03 The arbitrator shall not have jurisdiction to add to, subtract from or modify any of the provisions of this Agreement.

10.04 The expense of the arbitrator shall be borne equally by the parties.

10.05 Any grievance must be appealed in writing by the Union within the time limits as set forth in the above provisions of this Agreement, otherwise, the grievance shall be considered settled on the basis of the last decision rendered by the Company or its representative.

10.06 If a written answer to a grievance is not given by the Company within the time limits as set forth in the above provisions of this Agreement, the grievance shall be considered as granted as stated in the written grievance.

10.07 The Grievance Committee shall consist of three (3) members of the Union who are employed by the Company plus the President of the Local Union who shall automatically be the Chairman of the Grievance Committee. The Union shall also have the right to appoint one (1) additional member of the Grievance Committee, selected from among the Union personnel assigned to the second turn, for the purpose of handling grievance matters for the second turn employees. This additional member of the Grievance Committee shall attend second and third step meetings only when grievances from the second turn are being discussed.

10.08 Grievances which do not involve a dispute or situation which immediately affects the grieving employee in the performance of his job shall be filed and processed during non-working time. A member of the Grievance Committee shall have the right to talk with a grieving employee during working time only for the purpose of discussing disputes which immediately affect the grieving employee, upon notification to his own immediate foreman and after notice has been given to the immediate foreman of the department to be visited.

10.09 Regular grievance hearings will be held at 3:00 p.m. Grievants may appear as witnesses in all steps of the procedure for the period of time necessary to get their testimony. The Company shall not reimburse aggrieved employees or Union representatives for time lost at such meetings, or at meetings held at the request of the Union. In the event the Company should call a meeting other than regular 3:00 p.m. meetings for the purpose of discussing grievances during working hours, the Company will compensate the members of the Grievance Committee at their regular rate for the time lost while conferring with Company representatives, provided such employees are scheduled to work when such meetings are held.

10.10 In the exercise of its rights as set forth in Article 4, Management agrees that a member of the Union shall not be peremptorily discharged from and after the date hereof, but that in all instances in which Management may conclude that an employee's conduct may justify discharge, he shall first be suspended. Written notice of suspension will be given to the suspended employee and Chairman of the Union Grievance Committee. All such cases of suspension shall be taken up and disposed of within five (5) days from the date of suspension. Within such five (5) days, the Company will meet with the Union, if requested, and will notify

the Union and the suspended employee in writing what decision the Company has made. If the employee or the Union chooses to dispute the Company's decision, a grievance must be filed at step two of paragraph 10.01 of the grievance procedure within five (5) days of the Company's written notice of its decision. In the event it shall be decided under the rules of this Agreement that an injustice has been dealt the employee with regard to the discharge, the Company may reinstate such employee with or without compensation for lost time (less interim earnings and unemployment compensation), as may be mutually agreed by the Company and the Union at any step of the Grievance Procedure or ordered by the arbitrator in arbitration.

10.11 (a) Employee records, including attendance records and disciplinary records, shall remain a part of the employee's file.

(b) If an employee has had no discipline imposed within the preceding 52 weeks, the first imposition of discipline for absenteeism and/or tardiness shall again be a written warning.

(c) In considering the severity of discipline to be imposed for absenteeism and/or tardiness when the plant rules provide for a range of punishment, the Company will not consider prior discipline for absenteeism and/or tardiness which was imposed more than three (3) years prior to the imposition of the current discipline.

(d) Notwithstanding any of the foregoing limitations, the Company may in arbitration refer to any prior disciplinary records in order to rebut a contention that the employee has a good or clear prior record.

ARTICLE 11 **STRIKES AND LOCKOUTS**

11.01 The Union agrees that there shall be no strikes, slowdowns, or other interruption of work by any of its members during the term of this Agreement, but that any disputes or differences shall be taken up under the Grievance and Arbitration procedure of this Agreement.

11.02 The Company agrees that there shall be no lockouts during the term of this Agreement.

ARTICLE 12
SAFETY AND HEALTH

12.01 The Company and the Union will cooperate in the continuing objective to eliminate accidents and health hazards. The Company shall continue to make reasonable provisions for the safety and health of its employees during the hours of their employment.

12.02 Special purpose gloves, protective devices, wearing apparel and other equipment necessary to properly protect employees from injury shall be provided by the company in accordance with practices now prevailing, or as such practices may be improved from time to time by the Company and the Union. Any such items which are damaged must be turned in before new ones are issued. The Company may assess against the employee the cost of the replacement if the replacement is made necessary by willful or negligent loss, damage or destruction. To procure prescription safety glasses, the employee must supply a prescription at his own expense. The Company will order the prescription safety glasses from a selected Company vendor. After the employee receives his glasses, the Company recommends that he take them to his doctor to have the prescription verified and to assure that his glasses fit properly. The Company will incur the expenses of replacing the lenses and frames of eyeglasses only if they were damaged in the course of performing required duties and only if they were reported to the immediate supervisor at the time of the accident. If any employee's eyeglasses are damaged because he was not wearing the protective safety devices provided, then replacement or repair of the glasses will be at the employee's expense.

The Company will pay a total amount of one hundred dollars (\$100.00) per year in each year of this Agreement toward the cost of the purchase of safety shoes for new employees and the cost of required replacement of safety shoes for current employees. The Safety Committee shall determine when and if metatarsal guards are required on safety shoes. The Company will contribute a total of \$100.00 during each year of this Agreement toward the cost of shoes per employee in any twelve (12) month period.

12.03 A Safety Committee, consisting of three (3) members appointed by the Union and three (3) members appointed by the Company, shall make a joint monthly inspection of the plant, and give a joint monthly report to both the Company and the Union on conditions of health and safety. Such inspections and meetings shall be on working time only.

12.04 Not less than five (5) work days before a monthly Safety Committee meeting, each Committee shall submit to the other Committee a written agenda of the specific subject to be discussed at such meeting. No grievances are to be discussed by the Safety Committee.

12.05 The Company, the Union and the employees recognize their obligations and/or rights under existing federal and state laws with respect to safety and health matters. However, obligations and/or rights under such laws shall not be a matter for grievance under Article 10.

12.06 (a) An employee (or a group of employees) who believes that he is being required to work under conditions which are either (1) unsafe or (2) unhealthy, beyond the normal hazard inherent in the operation in question, shall have the right to file a grievance in the Second Step of the Grievance Procedure for preferred handling in such procedure including arbitration or request a special meeting of the Safety Committee to investigate the conditions.

(b) If any employee (or group of employees) reasonably believes that there exists an unsafe condition that is a change from the normal safety hazard inherent in the operation so that the employee (or employees) is in danger of injury, he (or they) shall notify supervision of such danger and the facts relating thereto. The employee(s) shall have the opportunity to discuss his complaint with the Plant Manager (or his designated representative) and one Union Safety Committee member prior to being relieved from duty on the complained of job (or jobs) without loss of right to return to such job or jobs.

(c) No employee will be assigned to the job that an employee has reasonably refused to work as unsafe until a discussion with the Plant Manager (or his designated representative) on the unsafe condition has been held. In the event the discussion with the Plant Manager (or his designated representative) does not take place, no employee will be assigned to

the job that an employee has refused to work as unsafe. Following discussion, if the dispute is resolved, the assigned employee shall be required to return to the job. If the dispute is not resolved, the Company may assign another employee to the job.

12.07 Employees hired or transferred to a new job or department shall be given safety training for the job to which they are assigned. The Safety and Health Committee may make recommendations on these and other safety education matters.

12.08 Alcoholism. Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this Agreement, the Company and the Union agree to cooperate at the plant level in encouraging employees afflicted with alcoholism to undergo a coordinated program directed to the objective of their rehabilitation. In connection with such effort, the parties have negotiated and the Company has put into effect its Substance Abuse Policy.

ARTICLE 13
HOSPITALIZATION, LIFE INSURANCE, SICK AND ACCIDENT
INSURANCE AND VISION CARE COVERAGE

13.01 New employees, or current employees whose insurance coverage has terminated, will become eligible for insurance coverage as of the first of the calendar month following their date of hire or return to work.

13.02 If an employee is absent due to an on-the-job injury, the Company will continue to pay his insurance coverage for the period of time that the employee is eligible to receive Workers' Compensation or for the period of time used to compute a lump sum payment; provided, however, if the employee is eligible for Medicare or for other group insurance coverage, the Company will not be obligated to continue his coverage under the ELG insurance program.

13.03 The insurance coverage of an employee on leave of absence will terminate as of the end of the month in which the leave of absence begins. The insurance coverage of an employee who is laid off or absent from work due to non-job related illness or injury will terminate:

- (1) If the employee has less than two (2) years of service, as of the end of the month following the month in which the absence begins.
- (2) If the employee has from two (2) to five (5) years of service, as of the end of the third (3rd) month following the month in which the absence begins.
- (3) If the employee has over five (5) years of service, as of the end of the sixth (6th) month following the month in which the absence begins.

13.04 The Company will provide Highmark PPO-110406 Plan, E-Platform, health care coverage, or equivalent, to employees and eligible spouses and dependents as follows. For employees hired on or after December 1, 2003, the Company will pay the cost of dependent coverage for employees with non-working spouses or working spouses who do not have healthcare benefits available to them through their employer, subject to any increases in premiums, as set forth below. Coverage responsibility for children of employees with working spouses with available healthcare coverage will be based upon the concept of whichever spouse's birthday comes first in the year. Employees are required to provide a certificate of spousal coverage as may be requested by the Company. The Company reserves the right to verify any underlying employee/spouse information in connection with these coverages. Any increases in individual and/or dependent healthcare premiums for all employees beginning in January, 2014 and thereafter will be as follows: (1) the Company will assume the first 5% of any premium increases each plan year; (2) increases over 5% each plan year will be split evenly between the Company and the employee; and (3) an employee's financial responsibility for any such annual increases for each of the plan years shall not exceed an additional \$40.00/month. The Company will also provide dental; life; accidental death & dismemberment; and sickness and accident insurance in accordance with the following schedules:

Dental:	Option II
Sickness & Accident:	\$350.00 per week, or 66-2/3% of the employee's average weekly pay (computed as set forth in the insurance policy), whichever is the lesser, 52 weeks maximum
Life:	\$20,000.00
Accidental Death & Dismemberment:	\$20,000.00

13.05 The Company will provide vision care coverage, with the Company paying the employee share and the employee making co-payments for family coverage, if desired.

13.06 If the Company is required, under any state or federal law to provide health care benefits to its employees, the benefits so required by law will replace the benefits provided in this Agreement so that there will be no duplication of coverage. If necessary, the insurance provided by law will be supplemented so that the total coverage for each employee will not be less than that provided above.

ARTICLE 14 **HOLIDAYS**

14.01 All employees covered by this Agreement shall receive holiday pay for each of the following designated holidays not worked, irrespective of the day of the week on which the holiday may fall, at the rate of eight (8) hours' pay:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving Day
Independence Day	Christmas Day
Employee's Birthday	Day after Christmas Day
Washington's Birthday	

Each employee with more than one year service will be granted a "personal day." An employee must give management three days notice of intent to use this personal day. Final approval of the specific day chosen rests with management.

14.02 If a holiday falls within an employee's vacation period, such holiday shall not be considered as part of the vacation period and shall be celebrated on the employee's next scheduled work day following the vacation.

(a) Any employee who has a holiday fall in his vacation period shall have the option of returning to work on the next regularly scheduled work day and also collect the holiday pay for that day so long as he gives the Company five (5) working days' notice of his intention to report to work on that day.

14.03 Any holiday, except Christmas, which falls on a Sunday shall be celebrated on the next following calendar day which is not itself a holiday. If Christmas falls on a Sunday, it will be celebrated on the previous Friday. Any holiday, except the Day after Christmas, which falls on a Saturday on which work would not otherwise have been scheduled shall be celebrated on the preceding calendar day which is not itself a holiday. If the Day after Christmas falls on a Saturday, it will be celebrated on the following Monday. A birthday which falls on a day which is otherwise celebrated as a holiday shall be celebrated on the next following calendar day which is not itself a holiday or celebrated as a holiday. Holidays will be celebrated on the date specified by the Federal Government.

14.04 All work performed on any of the above-named holidays shall be by mutual agreement between the employees and the Company, and employees who work on the above-named holidays shall be paid double time their regular rate plus the holiday pay for all hours worked, and they shall be guaranteed a minimum of four (4) hours work on any of the above-named holidays, if any work is performed.

14.05 To be eligible for holiday pay, an employee must satisfy the criteria under Paragraphs (1) and (2):

- (1) Work the employee's last scheduled work day preceding and the first scheduled work day succeeding the holiday, unless such employee provides the Company with a bona fide excusable absence;

- (2) (a) Perform work for the Company or be on vacation within the two (2) calendar weeks preceding or following the calendar week in which the holiday falls; or
- (b) Fail to satisfy the criteria under Sub-paragraph (a) because the employee was absent due to a non-workers' compensable illness or injury which absence began within three hundred sixty-five (365) calendar days prior to the holiday, or absent due to a workers' compensable illness or injury which absence began within seven hundred thirty (730) calendar days prior to the holiday.
- (3) An employee on layoff status will not be eligible for holiday pay for any holiday which falls during a week of scheduled vacation unless eligible under 14.05 (2) (a).

ARTICLE 15 **VACATIONS**

15.01 All employees who have been employed for at least one (1) year shall be granted a vacation of one (1) week with pay. (Each week's pay shall consist of forty (40) hours of pay at the hourly rate of the employee's bid job in the week prior to the vacation.)

15.02 All employees who have been employed for a period of three (3) years shall be granted a vacation of two (2) weeks with pay. (Eighty (80) hours).

15.03 All employees who have been employed for a period of eight (8) years shall be granted a vacation of three (3) weeks with pay. (One hundred twenty (120) hours).

15.04 All employees who have been employed for a period of sixteen (16) years shall be granted a vacation of four (4) weeks with pay (one hundred sixty (160) hours).

15.05 (a) Vacations will, so far as possible, be granted at the time most desired by the employee, but the final right to allotment of vacation period is reserved to the Company in order to insure normal operation. If the Company changes the allotted vacation period of the employee, and that change results in the employee's losing a deposit on accommodations, etc., the Company will reimburse the employee for his actual money losses on such deposits.

(b) In implementing Sub-paragraph (a), each employee shall have the opportunity to designate to the Company in writing prior to April 1st the week or weeks in which the employee wishes to schedule his vacation, except that an employee who wishes to schedule a vacation between January 1st and April 15th shall designate his selected weeks to the Company in writing prior to December 1st. Employees who so schedule their vacation shall have priority in selection over more senior employees who do not so schedule their vacations, or who wish to change their vacation schedule. The Company will post a schedule of vacations on or before April 15th, except that it will notify employees who request a January 1st to April 15th vacation on or before December 15th.

(c) The Company may anytime prior to April 1st designate a plant shutdown during a period between June 15th and August 31st, during which all employees, except those who are needed to work during the shutdown, must schedule their vacation. Provided, however, that an employee shall have the right to request, in accordance with Section 15.05, one (1) week of vacation to which he is entitled at some time other than the shutdown period.

15.06 An employee who quits the employment of the Company without giving two (2) weeks' notice or who is discharged for cause shall not be eligible for a vacation.

15.07 An employee shall become eligible for a vacation under Paragraphs 15.01 through 15.04 on the first and each successive anniversary of his most recent date of hire, providing that during the last calendar year which ended prior to the anniversary date the employee has worked 1,040 hours. An employee who, because of absence, has not worked the required 1,040 hours will be credited with those hours which he would have worked except for the absence in accordance with the following schedule:

<u>Reason for Absence</u>	<u>Maximum Credited Hours In Each Calendar Year</u>
Workers' Compensable Illness or Injury	520
Illness or Injury Compensable Under Sickness & Accident Insurance	260

Hours of work which are missed because of an absence due to authorized International or District Union Business (list of those in attendance to be supplied by the Union) shall also be credited toward the 1,040 hours requirement. The maximum credited hours under any combination of Workers' Compensation, Sickness & Accident or authorized Union business as stated above shall be 520 hours in any calendar year.

15.08 Where an employee has been hired after July 1 of any year, he shall receive, upon completion of one (1) year of employment, a pro rata portion of his vacation pay. The purpose of this section is to provide a pro rata portion of vacation pay to an employee hired after July 1 of the previous year who has not had an opportunity to amass 1,040 hours in his first calendar year or employment. The pro rata portion is computed by dividing the number of hours actually worked in the first calendar year by 1,040 hours, and then applying that percentage to twenty (20) hours. This section applies only to the first year of employment and shall provide not more than two and one-half (2½) days of vacation pay.

15.09 For an employee to be eligible for vacation in any year, the employee must be on the active seniority list of the Company during that year.

ARTICLE 16 **SENIORITY**

16.01 Seniority is defined as the length of an employee's service with the Company.

16.02 (a) It is understood and agreed that in all cases of demotion or decrease of forces, the following factors shall be considered: Seniority, Physical fitness and ability to perform the work. Where physical fitness and ability to perform the work are relatively equal, seniority shall be the determining factor. If the qualifications of an individual are put in question, it shall become a matter for grievance procedure.

(b) In cases of decrease in the workforce, the Company and the Union agree to provide a system whereby more senior employees may elect to take a voluntary layoff. Under this system, the Company must first determine the classification(s) of employees to be

reduced and numbers of employees to be laid off within those classifications. Once this has been done, the employees within the affected classification(s) will be offered, in seniority order, the opportunity to accept a voluntary layoff from their bid position(s). Such offers of layoff will be limited to the number of employees scheduled to be reduced and are conditioned upon management's determination that the remaining junior employees within the affected classification(s) possess the necessary skills and abilities to perform the work of the senior employees electing layoff. Those employees electing voluntary layoff will be eligible for benefit continuation as set forth in Section 13.03 and any other conditions related to layoff and shall have the right, once every thirty (30) days following initial layoff, to reclaim their former position. Should this occur and the Company determines that further layoffs are necessary, it will follow the criteria as set forth in 16.02(a) above.

16.03 When a vacancy occurs, the Company shall post a notice at each yard identifying the job and the rate. Such notice shall remain posted for five (5) working days, and during such period, employees who are working in lower-rated jobs or jobs at the same rate may make application for the opening on a form provided for such purpose. Notwithstanding the foregoing prohibition of downward bidding, an employee may bid on a lower-rated job if the employee is physically unable to perform his current bid job, or if the employee is bidding on a lower-rated sorter job in a line of progression in which the highest-rated job has a rate in excess of the rate of the employee's current job. If the physical fitness and ability to perform the work are relatively equal, seniority of the applicants shall be the determining factor. An employee who has successfully bid on a job will not be eligible to bid on another job for a period of two (2) months after completion of the thirty (30) calendar day familiarization period. After an employee has been assigned to fill the vacancy, the Company may not take more than thirty (30) calendar days to confirm whether he has the ability to perform the duties required by the new position.

16.04 New employees and those hired after a break in continuous service shall be regarded as probationary employees for the first sixty (60) calendar days and will receive no continuous service credit during such period. However, probationary employees continued in the

service of the Company subsequent to the completion of the probationary period shall be credited with seniority to date of hiring. The dismissal of an employee during the probationary period shall be exclusively determined by Management.

16.05 Seniority will be broken and all rights as an employee shall be lost if:

- (1) an employee quits.
- (2) an employee is discharged for cause.
- (3) an employee is absent from work or refuses to return to work for a period of five (5) consecutive work days without notifying the Company and/or without a valid written excuse received by the Company during that period.
- (4) an employee is laid off for a period of two (2) years.
- (5) an employee does not report to work after a layoff within ten (10) calendar days from the date of mailing of a notice by Registered Mail by the Company to the employee at the employee's last given address.
- (6) fails to report for work on first work day following expiration of approved leave of absence unless the employee has a reason acceptable to the Company for his inability to report.

16.06 A seniority list shall be currently maintained by the Company and copies shall be given to any person authorized by the Union to participate in the adjustment of grievances every three (3) months.

16.07 No new employee shall be hired until all employees laid off have been given an opportunity to return to work.

16.08 (a) Overtime which is necessary to complete a task begun during the preceding turn shall be first offered to the employee who was performing the task on the preceding turn. If all of the employees performing the task on the preceding turn are not needed, bid job holders and standby job holders shall have priority over temporary job holders, and within each of these categories seniority shall prevail.

(b) Overtime which is necessitated by a day-to-day vacancy shall be first offered to the employee in that yard assigned to that job classification on the preceding turn. If all of the employees assigned to that job classification on the preceding turn are not needed, bid job holders and standby job holders shall have priority over temporary job holders, and within each of these categories seniority shall prevail.

(c) If the overtime is not allocated under Paragraph (a) or (b), the overtime shall be offered to the most senior employee in that yard from the preceding turn who is qualified to perform the work.

(d) If work is performed on Saturday or Sunday, the overtime shall be allocated to the employees in each job classification which is scheduled to work in accordance with the following priorities:

- (1) Bid job holders by seniority;
- (2) Standbys under Article 16.10 in the job classification by seniority;
- (3) Trainees under Article 16.10 in the job classification by seniority;
- (4) Senior employee with the ability to perform the work.

Afternoon turn employees shall have the right to sign up on Thursday night shift or to notify the Company by noon on Friday if they desire to work Saturday overtime, when work is available.

(e) The Company shall have the right to fill daily vacancies on a non-overtime basis if possible, and the provisions of the Paragraph 16.08 apply only when the overtime rate is paid.

16.09 (a) A temporary vacancy (a vacancy created in a job by the absence of the incumbent and to which the incumbent has right to return), which at the time the vacancy begins is reasonably expected to last no more than six (6) calendar weeks, shall be filled by a standby job holder or trainee if the reassignment of the standby job holder or trainee would not create a vacancy which cannot be practically filled. If a standby job holder or trainee is not used to fill the vacancy, the vacancy will be filled by such employee as the Company may assign.

(b) A temporary vacancy, which, at the time the vacancy begins is reasonably expected to last more than six (6) calendar weeks, shall be filled by a standby job holder or trainee if the reassignment of the standby job holder or trainee would not create a vacancy which cannot be practically filled. If a standby job holder or trainee is not used to fill the vacancy, the vacancy will be posted for temporary bid in accordance with Paragraph 16.03. The successful bidder shall retain the right to return to his original bid job when the incumbent returns. If the incumbent fails to return, the successful bidder shall become the permanent incumbent and shall lose his original bid job.

16.10 Trainees & Standbys. (a) The Company may create trainee jobs for those positions in which the Company believes it is desirable to have trained employees available for temporary and permanent vacancies.

(b) The Company shall post bids for trainees in each such trainee position which the Company creates. Subsequent to the awarding of the bids, the respective employees will receive at times designated by the Company up to one hundred seventy (170) hours of instruction on the operation of the respective jobs. Instruction or operating time which the trainee was given prior to the awarding of the trainee bid shall be counted toward the one hundred seventy (170) hours. Such instruction shall where feasible (i.e. no layoff) be given within six (6) months after the awarding of the bid, except that period shall be extended by a period equal to the period in which the trainee may be absent from work. Notwithstanding the foregoing, the Company will endeavor to have such training completed within three (3) months.

(c) During the training period, the awardees shall retain all rights in the job classification held at the time of their bid.

(d) Upon satisfactory completion of the training, or upon a demonstration of inability to learn the job, the employees shall be returned to their job classifications held at the time of their bid.

(e) After satisfactory completion of the training period, the awardees, in accordance with their Company seniority, shall be entitled to any additional positions in the

job for which they have trained that may be created, or to fill any permanent vacancies created in such jobs, without the need for any further bidding.

(f) After satisfactory completion of the training period, the employee shall be considered a standby employee and may be assigned by the Company to fill temporary vacancies when such assignment is practical.

(g) During such hours as the trainee is actually receiving instruction, the trainee shall be paid at a rate two (2) job classes below the rate of the job for which he is training, or at the rate of his current bid job, whichever is greater. During hours in which the trainee is not receiving instruction, he shall be paid at the rate he would have received if he were not a trainee. In applying the restrictions contained in Article 16.03 against downward or lateral bidding, the rate of the job for which the trainee is training shall be considered the rate of the job and not the trainee rate.

(h) The provisions of this Article 16.10 shall supersede Article 16.03 and Article 16.09 in the filling of permanent and temporary vacancies respectively.

16.11 (a) The number of jobs in each classification and turn shall be designated by the Company from time to time as required by the level of operations. The Company retains the right to assign an employee to a turn other than his selected turn when such assignment is necessary for efficient operations for a maximum of two (2) weeks.

(b) The foregoing provisions do not affect or restrict an employee's rights when bidding into a new job classification.

16.12 Should the Company permanently close the entire Port Vue plant and not offer employees another job at some other Company facility in the Pittsburgh area, shutdown pay will be provided per the following schedule:

18 Years Service or More	--	10 Weeks Vacation Pay
Less than 18 Years Service	--	8 Weeks Vacation Pay

ARTICLE 17
STEELWORKERS PENSION TRUST

17.01 Benefit Plan. The parties to this Agreement desire that the benefits now granted by the Trustees of the Steelworkers Pension Trust (hereinafter "Trust") be provided to the employees employed within the Union's bargaining unit.

17.02 Contribution Rate. The month for which the contribution is due is referred to as the "benefit month" and the month immediately preceding the benefit month as the "wage month". The Company shall contribute to the Trust each and every benefit month the following sums of money for each hour worked, subject to the stated weekly maximums, by all covered employees during the immediately preceding wage month during the following years of this Agreement:

<u>Agreement Year</u>	<u>Amount Per Hour Worked</u>	<u>Weekly Maximum</u>
First	\$1.66	\$60.80
Second	\$1.70	\$62.80
Third	\$1.74	\$64.80

17.03 Covered Employees. Covered employees are all employees employed within the bargaining unit who were actively employed by the Company for any length of time during the wage month. The Company is required to make a contribution on an employee whose employment is terminated during the wage month.

17.04 Hours Worked. The term "hours worked" means only hours actually worked by covered employees, and not hours not actually worked but for which covered employees were paid because of vacation, holidays, jury duty, bereavement leave, etc.

17.05 Payment of Contributions. Contributions are due from the Company on the tenth (10th) day of the benefit month, commencing with the effective date as set forth in Section 17.11, and each and every month thereafter so long as this Agreement is in force.

17.06 Coverage: Newly Hired Employees Not Previously Covered. Newly hired employees not previously covered by the Trust are not considered covered employees until the first day of the first calendar month immediately following the expiration of sixty (60) days from

the commencement of employment. Such calendar month is the new employee's first benefit month. The immediately preceding calendar month is the employee's first wage month.

17.07 Coverage: Newly Hired Employees Who Were Previously Covered.

Newly hired employees previously covered by the Trust are considered covered employees as of the first day of the first calendar month immediately after the commencement of employment. This calendar month is the employee's first benefit month and the calendar month immediately preceding is the employees first wage month.

17.08 Requirement. The Company shall transmit to the Trust with each contribution a contribution report on the form furnished by the Trust on which the Company shall report the names, status, hire and termination dates as applicable, as well as the total hours paid to each covered employee during the wage month. The Company further agrees to supply to the Trust such further information as may from time-to-time be requested by it in connection with the benefits provided by said Trust to said employees, and to permit audits of its books and records by the Trust for the sole purpose of determining compliance with the terms and conditions of this Agreement.

17.09 Obligation of Trust. In consideration of the Company's aforesaid contributions to the Trust as hereinabove provided and for so long as the Company's participation in the Trust is accepted by the Trustees, the Trustees will, beginning with the date of receipt by the Trust of the Company's first aid contribution and continuing for such part of the duration of this Agreement as the Company fully complies with the terms of this clause in all respects, extend and make available to employees covered by this Agreement the pension benefits for which such employees are eligible under the Declaration of Trust, as amended from time-to-time, which is by this reference incorporated herein and made a part hereof.

17.10 Employment Liability. The liability of the Company regarding pensions for bargaining unit employees is limited to the payments specified in Section 17.02 above. The Union agrees to hold the Company harmless from any interpretation in the law which would increase the Company's liability beyond that specified in this Agreement.

17.11 Reserved Rights. The Company will also retain the right, under the terms of the Steelworkers Pension Trust, to withdraw from this Pension Trust during the first five (5) years of participation, if it discovers that the performance of the Pension Trust will lead to potential withdrawal liability on the part of the Company. Should the Company exercise this option, it will meet with and negotiate with the Union for the purpose of securing an alternative pension plan.

17.12 Retirement Bonus. Any employee with in excess of twenty (20) years of service who retires at age sixty (60) or older will be paid a Retirement Bonus in the amount of three thousand dollars (\$3,000.00).

ARTICLE 18 **MISCELLANEOUS**

18.01 The Company will pay to an employee performing jury duty, or an employee appearing as a subpoenaed witness in a court case in which the employee is not an interested party, requiring absence from the regularly scheduled work, the difference between the employee's regular rate of pay during such absence and amount received by the employee for such jury or witness service up to a combined maximum of four (4) weeks in each calendar year.

18.02 If a member of a regular full-time employee's immediate family shall die and it becomes necessary for the employee to absent himself from work in order to attend the funeral, said employee shall be allowed a maximum of three (3) scheduled days or one (1) day for attendance at Memorial Services if unable to attend distant funeral. The term "immediate family" shall mean parent, step-parent, child, step-child, spouse, brother, sister, father-in-law, mother-in-law, grandparents and grandchildren. The employee must attend the funeral or Memorial service in order to qualify.

18.03 In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement, it being the express intention of the parties that all other provisions shall remain in full force and effect.

18.04 In further consideration of the mutual promises contained herein, the parties hereto expressly agree that neither party shall bring or cause to be brought to any court, or other legal or administrative action against the other until the dispute, claim, grievance or complaint shall have been brought to the attention of the party against whom it shall be made and the said party after actual notice of same shall, within a reasonable time, fail to take steps to correct the cause or circumstances giving rise to such dispute, claim, grievance or complaint.

18.05 It is the continuing policy of the Company and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, or sex. The representatives of the Union and the Company in all steps of the complaint and grievance procedure and in all dealings between the parties shall comply with this provision.

A joint Committee on Civil Rights shall be established at this plant. The Union representation on the Committee shall be no more than two (2) members of the Union, in addition to the Local Union President. The Union members shall be certified to the plant manager by the Union, and the Company members shall be certified to the Union.

The Company and Union members of the joint Committee shall meet at mutually agreeable times. The joint Committee shall review matters involving Civil Rights and advise with the Company and the Union concerning them, but shall have no jurisdiction over the initiating or processing of grievances. This provision shall not affect any existing right to initiate a grievance nor does it enlarge the time limits for initiating and processing complaints or grievances.

Whenever in this contract the male gender is used, it should be taken to include the female.

18.06 (a) Re-employment Rights. The Company shall accord to each employee who applies for re-employment after conclusion of his military service with the United States such re-employment rights as he shall be entitled to under then existing statutes.

(b) Special Leave of Absence. Any employee so applying for reinstatement shall be granted upon request a leave of absence without pay not to exceed sixty (60) days before he shall be required to return to work.

(c) Educational Leave of Absence. Any employee entitled to reinstatement under this Section who applies for re-employment and who desires to pursue a course of study in accordance with the federal law granting him such opportunity before or after returning to his employment with the Company shall be granted a leave of absence for such purpose; provided that an employee who desires such a leave of absence after returning to his employment with the Company shall have it granted only if he notifies the Company in writing, within one (1) year from the date he is re-employed of his intention to pursue such a course of study. Such leave of absence shall not constitute a break in the record of continuous service of such employee but shall be included therein provided the employee reports promptly for re-employment after the completion or termination of such course of study. Any such employee must notify the Company and the Union in writing at least once each year of his continued interest to resume active employment with the Company upon completing or terminating such course of study.

(d) Special Vacation Provisions. An employee who at the time of leaving active employment to enter military service of the United States who has qualified for a vacation in the year of such entrance and who has not received a vacation or vacation allowance shall then be granted such allowance, provided, however, that a volunteer shall have given fourteen (14) days' notice of intention to enlist.

An employee who, after being honorably discharged from the military service of the United States, is reinstated pursuant to this Section shall be entitled to a vacation with pay or, in lieu thereof, to vacation allowance in and for the calendar year in which he is reinstated without regard to any requirement other than an adequate record of continuous service.

(e) Military Encampment Allowance. An employee with one or more years of continuous service who is required to attend an encampment of the Reserve of the Armed Forces or the National Guard shall be paid for a period not to exceed two (2) weeks in

any calendar year, the difference between the amount paid by the Government (not including travel, subsistence and quarters allowance) and the amount calculated by the Company in accordance with the following formula. Such pay shall be based on the number of days (maximum of five (5) per week) such employee would have worked had he not been attending such encampment during such two (2) weeks (plus any holiday in such two (2) weeks which he would not have worked) and the pay for each such day shall be eight (8) times his regular straight-time hourly rate of earnings, but excluding shift differentials. If the period of such encampment exceeds two (2) weeks in any calendar year, the period on which such pay shall be based shall be the first two (2) weeks he would have worked during such period.

18.07 (a) The Company will not contract out work ordinarily performed by the bargaining unit employees when employees are on layoff who have the demonstrated ability to perform the work and provided the necessary Company-owned equipment is available with which to perform the work.

(b) It is the Company's intention to use its employees and/or equipment when it can be proven to be reasonable and practicable.

18.08 The Company may, in its discretion and with the consent of the Union, grant to an employee a leave of absence of up to ninety (90) calendar days in order to allow the employee to pursue an accredited college course, or in the case of extreme hardship or emergency affecting the employee. An employee shall be entitled to such a leave only once.

18.09 Management Training Programs. (a) The Company and the Union recognize the unique aspect of the Company's business, and the diverse nature of the materials it processes and the procedures utilized on the shop floor. With this recognition, the Company shall be permitted to assign a limited number of management trainees to the shop floor for the sole purpose of enabling these trainees to learn all aspects of the Company's operations. In making these assignments, the trainees will perform bargaining unit work under the direction and guidance of both foremen and employees as covered by this Contract. The trainees will be expected to learn a variety of tasks, including sorting, operation of equipment and other work as

assigned. While they will not be covered under the Contract, trainees will be expected to observe the same work rules and abide by the same safety standards as all other shop employees.

(b) The use of management trainees shall not result in the loss of employment opportunities for bargaining unit employees. Trainees are to be employed as supplementing the existing bargaining unit rather than as substitutes for these employees.

(c) Bargaining unit employees who possess the appropriate qualifications will be permitted to submit applications for management training positions as they become available.

(d) In the event of a layoff under this Agreement, management trainees under this Section shall not be permitted to perform the bargaining unit work of those laid off employees.

ARTICLE 19 **DURATION**

19.01 This Agreement shall become effective on the 1st day of December, 2013, and shall remain in full force and effect to and including the 30th day of November, 2016, and shall continue in full force and effect from year to year thereafter unless either party to this Agreement desires to change or modify any of the terms or provisions of the Agreement. The party desiring the change or modification must notify the other party to this Agreement in writing not less than sixty (60) days prior to the expiration date of this Agreement, or not less than sixty (60) days prior to any subsequent anniversary date hereof. Should either party to this Agreement serve such notice upon the other party, a joint conference of the Company and the Union shall commence not later than thirty (30) days prior to the expiration date in the year in which the notice is given.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

**UNITED STEEL, PAPER AND FORESTRY,
RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICE
WORKERS INTERNATIONAL UNION**

President

Date

Secretary/Treasurer

Vice President - Administration

Vice President - Human Affairs

District Director

Staff Representative

LOCAL 5852-09

President

Date

Vice President

Committeeman

Committeeman

Recording Secretary

ELG METALS, INC.

President

Date

Treasurer/Secretary

**APPENDIX A
WAGE SCHEDULE**

Job Class	Title	12/01/13	12/01/14	12/01/15
2	Laborer	\$17.09	\$17.54	\$17.99
7	Carhop Press Operator Crusher Operator Mobile Equipment Operator Receiving Laborer	17.59	18.04	18.49
8	Yard Truck Driver	17.69	18.14	18.59
9	Plasma Torch Sorter 3 Burner	17.79	18.24	18.69
11	Switch Engine Operator Sorter 2 Payloader Sample Preparer Building Maintenance Yard Sample Tester	17.99	18.44	18.89
12		18.19	18.64	19.09
13	Locomotive Crane Crane Operator	18.35	18.80	19.25
14	Mobile Equipment Maintenance	18.59	19.04	19.49
15	Head Sorter Sorter 1	18.67	19.12	19.57
16	Electrician	18.83	19.28	19.73

Employees hired on or after August 1, 2003 will be paid in accordance with the following progression:

1. New hire rates will begin at 75% of the then-current Agreement rate for the classification in which the employee is hired.
2. New hires will have their new hire rates increased by 5% each year until they reach 100% of the then-current Agreement rates for their classification.
3. Increases in the new hire rates will be based on the Agreement anniversary date (December 1); those new hires who begin employment on or before August 31 of any particular year will be eligible for their 5% increase of the then-current Agreement rate effective December 1 of that year, while those hired between September 1 and December 1 must wait until the following December 1 to receive the 5% increase of the then-current Agreement rate.

4. Those employees currently within the New Tier scale will have their pay rates adjusted to conform with the revised percentage rates of the new progression based upon each such employee's present rate of pay and its percentage relationship to the full rate scale, with rates rounded up to the nearest 5% on the 75-100% progression scale.

5. Any and all adjustments to wage rates, including both regular increases and increases governed by the new hire rates, shall only take place and become effective upon the anniversary date of the Agreement.